

# A Contract? It Seems So Unfriendly!

by Jean Wilcox Hibben, PhD, MA, CG[SM]

"Why is your contract so long?" I am asked this many times by society program chairs who are amazed that my document, usually twice as long as the one they send me, covers two full pages. It is very simple: I have discovered, through trial and error (with many of the latter), that if something can go wrong, it likely will.

For about twenty-five years, I worked as a square dance caller, along with my husband, calling dances for various organizations. Our initial contract was about four short paragraphs and included the date and time, agreed upon price, and very brief cancellation terms. Then things happened—a dance was cancelled at the very last minute (such as, after we arrived and found the hall dark and, following a phone call, discovered they had forgotten to tell us the event was cancelled … and we had turned down two other dances for that same time period). Or someone allowed children to get close to our equipment when we stepped out for a moment, and we found a broken microphone when we returned. Or a fraternity that booked us, promising no alcohol would be on the premises (were we that naïve?), had a house filled with drunk participants (they wanted the dance after a hay ride that had more liquor than hay on the truck), and no one was able to stand, let alone dance. With every experience, I added a paragraph to the contract.

With that life behind me, I now go out with my projector, laptop, and, often, microphone and sound system, to give presentations to genealogical societies. I am very pleased that most groups are not dancing or drinking! But I still recognize the need to have a comprehensive Letter of Agreement that spells out the expectations for both parties, even if I also sign the society's contract. So here is what my contract covers (in general); specific details can be added or subtracted to fit your personal needs.

1. My complete contact information (mailing address, home and cell phone numbers, e-mail address, and website URL).
2. Instructions to the authorized person to keep a copy of the confirmation for his/her files.
3. The statement "This document is an acknowledgement of the arrangement for Jean Wilcox Hibben (Speaker) to give the following presentation: (the title of the decided-upon presentation)."
4. The date of the engagement, times for the presentation (e.g., "from 10:30 AM to 11:30 AM"), and the time of the meeting commencement (e.g., "for the meeting beginning at 10:00 AM").
5. The name of the booking society (the Host).
6. Handout information, including the date by which a master will be e-mailed and whether or not it is acceptable to have the handout(s) e-mailed to the attendees.
7. A section on facilities and equipment, including what I promise to bring (laptop and projector and my own microphone, if applicable) and what they will be providing (usually a projection screen and table). Here I also specify how much time I will need to set up. If I am doing a musical presentation, I require a 45-minute set up time; otherwise it is usually 15 minutes. I prefer to do this prior to the beginning of the meeting, which means that I need access to the facility before everything begins. Spelling this out is especially helpful when the set up time is 45 minutes! If I will be bringing my own sound system, I also clarify this here.
8. Recording limitations: my statement is "Presentations are copyrighted and are not to be recorded (audio or video), duplicated, transcribed, or otherwise disseminated, unless prior, written arrangements have been made and signed by the Speaker."
9. Publicity: A promise that "descriptions for press release will be (or was) sent with biography and

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photos via e-mail on (and the date I will send it, or the date on which it was sent)."

On the second page we get into the "nitty-gritty":

10. **Fees:** This section includes my agreement to the honorarium that we have discussed on the telephone or in e-mails with the added statement "payable at the time of services. In the event that payment is delayed, an additional charge of ___/ week, or any part thereof, will be charged until payment is received, unless an advance agreement has been secured, in writing, to waive this 'delayed payment fee' (*the speaker has to pay travel and other related expenses up front and relies on the funds from this booking to take care of those costs).*" I did not add that statement until I spent over six weeks trying to get paid for a booking that should have been settled on the spot. I ended up spending more in telephone costs than the booking netted. (OK, probably not, but it was close!). This is also where I include a statement about **CD sales**, if applicable, and what (if anything) I will give to the Host from those sales. If the Host is going to provide me with a sales assistant (determined ahead of time), that is also spelled out.
11. **Travel Expenses:** This is tailor-made to the specific booking. (I love computerized forms that allow me to make adjustments as needed.) The heading reads: "The Host agrees to pay for Speaker's out-of-pocket travel expenses as follows:" Options include air fare, meals, lodging, and/or mileage (I include the exact round-trip miles as computed by MapQuest or comparable service), as determined by the booking. This is also discussed in advance so that whatever is listed here should not be a surprise to the booking organization.
12. **Cancellation clause:** Here I provide two primary reasons for the cancellation of the booking:
    A. a natural or public disaster, rendering the program unfeasible, or
    B. serious illness, family death, or personal emergency that incapacitates the Speaker. I go on to explain these as follows:
    - "If a natural or public disaster requires cancellation, the Host shall not be responsible for the Speaker's fee but shall reimburse the Speaker for any sums already expended for non-refundable airfare and/or lodging."
    - "In the event that the Speaker should be unable to fulfill her obligations, she will not expect reimbursement from the Host for any advance sums already expended; furthermore, the Speaker will do whatever is in her power to secure a reasonable substitute, to be approved by the Host." (Sometimes the Host prefers to fill the time in some other manner.)
    - "Any other cancellation by the Host that is:

    i) less than 10 days before the scheduled presentation, is subject to payment to the Speaker of half the honorarium agreed upon (unless waived by Speaker); or

    ii) less than 2 days before the scheduled presentation, is subject to payment to the Speaker of the total honorarium agreed upon (unless waived by Speaker)." (*Note: Last minute cancellations give the speaker little or no chance of getting another booking for that day/time.)*
    - "In all cases, cancellation by the Host is subject to reimbursement to Speaker of all non-refundable fees already paid by the Speaker."
13. I sign and date the document (both copies if sent via snail mail, in which case I include a self-addressed, stamped return envelope; or electronic signature if sending via e-mail).
14. The last section has the place for the authorized signature of the Host representative along with a space for the address of the location where the

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presentation is to take place. I request one copy of the document be returned electronically or via snail mail, whichever is more convenient for the Host.

Because I use a worksheet for the booking, I do not include a spot on the contract for a phone number or e-mail address for the booking organization; I already have that information, along with contact information for a secondary person in the group, on file. I also mark on my worksheet when I sent the Letter of Agreement and I keep track of the correspondence in case I do not get it back right away.

Only once has someone questioned the cancellation clause about paying me in full if the cancellation occurs less than 48 hours before the event. But, when I explain that such payment is null and void if the cancellation is due to a natural disaster, they realize that their canceling a meeting is highly unlikely. I once had to cancel a booking because wild fires in the area prevented me from reaching them. Though most of the society members were also unable to get to the meeting and did not intend to go, having either been evacuated or choosing to stay with their homes to fight the flames (the meeting was cancelled less than 24 hours before it was to occur), we simply postponed my speaking and altered the dates on our respective copies of the Letter, as applicable. Another time I had a seminar cancellation about a week in advance as the advance registration numbers were too low to make the event anything but a costly venture for the group. I waived the fees, under the circumstances.

On the very few occasions when I have had to cancel (and those being well over a month in advance), I have given names and contact information for at least two alternate speakers. In one case we just switched my date with another speaker, since it was about six months in advance; in another case, they booked my recommended presenter; and in a third situation they elected to go a different direction with the meeting schedule.

Is my contract lengthy? Yes. Does it cover everything? Probably not. I'm sure there is some circumstance that I have not considered, but I have attempted to make it as fair as possible. And this Letter of Agreement also demonstrates to booking organizations that lecturing is a career and that we, as speakers, put a great deal of time and thought into our preparations and our commitment to the subject and the societies. When we, as speakers, demonstrate professionalism in our approach to our jobs, we will be treated as the professionals we are.

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